

Arizona Department of Economic Security Rehabilitation Service Administration (RSA)

TERMS AND CONDITIONS

The Uniform Terms and Conditions, Version 7, dated 4/15/03, are hereby incorporated by reference in these Terms and Conditions as if fully set forth herein. These documents are available on the Arizona Department of Economic Security, Rehabilitation Services Administration (RSA) website <http://www.azdes.gov/rsa/contracts.asp/>.

In addition to these Terms and Conditions, the following shall apply:

1.0 SERVICE AUTHORIZATION AND PAYMENT

- 1.1 RSA pays only for services/goods which have been authorized in writing by RSA by issuing authorization letter. Based on federal and state rules, RSA does not pre-pay for services; i.e. payment for services/goods is made after they have been received. The only exception is for tuition payment for academic post secondary degree programs at public and private colleges and universities.
- 1.2. For occupational/vocational certificate training programs, RSA will pay on a monthly basis for the time the client actually attended classes. If a certificate program is shorter than one month, RSA will pay for the cost of the program upon completion. For drop outs, payment will be prorated for the time attended based on the authorization unit used.
- 1.3. For post-secondary educational institutions, RSA requires its clients to apply for the Pell Grant and other available grants before enrolling in school. RSA will not authorize or pay tuition for a second semester, or after the initial six months of study, without Pell Grant eligibility/ineligibility decision.
- 1.4 Payment to a Contractor for services includes only time directly spent with the client and /or RSA staff. The Contractor will not be paid for time spent in research and preparation of reports or travel time.
 - 1.4.1 Exception to this includes services provided on behalf of the client to include installation of assistive technology equipment.
- 1.5 Neither RSA nor its clients will be held financially responsible for paying services/goods which were not authorized by RSA or for billings exceeding the RSA authorized amount.
 - 1.5.1 The amount authorized and paid by RSA represents payment in full for service/ good authorized.
 - 1.5.2 Exceptions to this include client's financial responsibilities as outlined in the *Cost Sharing Agreement for School Tuition*, second and subsequent vehicle repairs and medical co-pays.
- 1.6 The Contractor shall submit an original signed invoice with the required reporting documents within fifteen (15) calendar days following the end of each service month. The invoice shall include: Contractor's name, Purchase Order Number, Contractor's Identification Number, month of service, service description, number of units of service provided, and total due. Required reporting documents include but is not limited to monthly progress report, evaluation report, warranty, etc.
- 2.0 **Modification.** No modification to this Purchase Order shall bind ADES unless ADES agrees to the modification in writing.
- 3.0 **IT 508 Compliance.** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 4.0 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 5.0 **Federal Immigration and Nationality Act.** By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.0 Pandemic Contractual Performance.

- 6.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 2. Alternative methods to ensure there are services or products in the supply chain.
 3. An up to date list of company contacts and organizational chart.
- 6.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the Arizona Procurement Code.
 3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 7.0 **Sudan Investments and Business Operations.** In accordance with A.R.S. §35-397, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.
- 8.0 **Iran Investments and Business Operations.** In accordance with A.R.S. §35-397, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.